



GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1202-039
ANNUAL CONTRACT FOR SOLAR POWERED SCHOOL ZONE
FLASHERS & GEL CELL BATTERIES WITH FOUR (4) CITY
OPTIONAL RENEWALS

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO FEBRUARY 28, 2012@2:00PM CST  
*NO LATE BIDS WILL BE ACCEPTED*

**ORIGINAL ON A CD OR FLASHDRIVE AND ONE COPY  
REQUIRED**  
~~~~~

DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO
Director or Administrative Svcs
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1202-039 ANNUAL CONTRACT FOR SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES WITH FOUR (4) CITY OPTIONAL RENEWALS

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by February 28, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 28, 2012 at 2:05 PM CST.

Write the competitive sealed bid number name of bid, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a CD or Flashdrive and one (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise

provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government

Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

NOTICE TO BIDDER/SPECIAL CONDITIONS

Vendor shall supply one parts publication and one maintenance/repair publication (CD-ROM preferred) with delivery of this equipment.

Please complete the following:

The City wishes to be placed on the manufacturer’s mailing lists to receive all special bulletins and supplements pertaining to services, repairs, problems, et cetera. Please provide information on the steps needed to accomplish this:

State location nearest to the City of Frisco where warranty work will be performed:

This quote was prepared by:

Signature:

Printed Name:

Title:

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

ACORD TM CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/21/2007	
PRODUCER City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		Insurance Company Name & Address Phone & Fax #'s		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Choices QuickForms Street Address1 Street Address2 City State Zip		Vendor Name & Address Address City State Zip		INSURERS AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E	
				NAIC #	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
PRODUCTS LTD. NO.	TYPE OF COVERAGE <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMMADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> PER <input type="checkbox"/> LOSS	POLICY NUMBER	INSURER OFFICE DATE	POLICY EXPIRATION DATE	LIMITS EACH OCCURRENCE AGGREGATE PRODUCTS - COMM. AGG. \$1,000,000 \$1,000,000 \$1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> TRIPLED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/> DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Per accident) \$1,000,000 \$1,000,000 \$1,000,000
<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMMADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY \$1,000,000 \$1,000,000 \$1,000,000
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY PERIOD/DATE/PERCENTAGE OF POLICY/PERIOD/DATE/PERCENTAGE					\$1,000,000 \$1,000,000 \$1,000,000
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, FREIGHTS, SERVICES, ADDED BY ENDORSEMENT, SPECIAL PROVISIONS The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, and any loss to the extent the same is covered by the proceeds of insurance.					
CERTIFICATE HOLDER The City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCEDE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <input checked="" type="checkbox"/> AS THEN ISSUED REPRESENTATIVE			

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>
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Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No
- D. Describe each affiliation or business relationship.

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

SCHOOL ZONE FLASHING BEACON ASSEMBLIES

SPECIFICATION

General Description

The City of Frisco desires to procure solar-powered School Zone Flashing Beacon Assemblies (“S/Z Flashers”) and Gel Cell Batteries to be installed by City forces at various locations within and near City limits. The purpose and intent of this specification is for the supplier to furnish materials and other incidentals necessary for the City to assemble complete school zone flashing signals. The City will provide the foundations, timers, pagers, and antennas. The items described below and their incidentals are the responsibility of the successful Bidder. The successful Bidder shall configure components so that ample room is left in the controller cabinet for the City to mount the City-provided equipment (see photos.) Photos of an existing School Zone Flashing Beacon Assembly within the City of Frisco are included to provide clarification as to the City’s desired features.

Components

General

The S/Z Flasher assembly shall be complete and include all components associated with the following items: pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, control components, beacon heads, flasher controller, cabinet, and mounting assemblies in accordance with this specification. The City may or may not elect to purchase gel cell batteries from the Bidder.

The design and construction of the S/Z Flasher assemblies shall be such as to provide for a durable unit that will operate dependably in the Frisco, Texas environment. The assembly shall be designed, tested, and constructed in accordance with the most current American Association of State Highway and Transportation Officials (AASHTO) publication “Standard Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals” and interim revisions thereto.

One set of shop drawings including assembly construction, mounting components, schematic wiring diagrams, descriptive parts lists with generic part numbers (where applicable), instruction and maintenance manuals, and minimum foundation requirements (concrete foundations to be supplied by the City) shall be furnished prior to award. Upon request, the vendor shall furnish at no cost to the City, one complete sample assembly for inspection by the City prior to awarding the bid. The sample will either be purchased or returned to the Vendor after inspection.

All materials furnished by the Contractor under this procurement shall be new. All materials shall meet the applicable design requirements of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).

Certifications

S/Z Flashers are to be tested, approved, and bear a U.L. label. The manufacturer of the assembly shall furnish a certification prior to award, stating the design and construction of the complete sign assembly conforms to the requirements of this specification and the above referenced AASHTO requirements. The certification shall be signed and sealed by a Professional Engineer licensed in the State of Texas.

When the manufacturer proposes to incorporate materials and/or components different from those in this specification yet equal in appearance, durability, performance, and design, the bid shall list each proposed change along with justification. Material specifications, shop drawings and other supporting documentation shall be attached to the certification. The proposed change(s) will be reviewed by the City for consideration as “an approved equal” to the specified material or component. The manufacturer shall furnish prior to award one sample of each type of material or component to facilitate the review. In the event approval is not obtained, the substitute items shall not be furnished and installed.

Controller Cabinet

The controller cabinet shall be a locking, weather resistant NEMA 3R rated aluminum enclosure with a minimum thickness of 0.125 inches. The outside dimensions shall be at a minimum approximately 38” H x 15” W x 10” D. The Bidder can modify the placement and orientation of components within the cabinet – as opposed to the specific placement and orientation of components as shown in the provided photos – in order to meet the cabinet size requirements.) The outside of the cabinet shall be natural, brushed aluminum finish. All exterior seams shall be ground smooth. The enclosure shall be designed to provide protection from rain, sleet, snow, dripping water, and corrosion. The cabinet shall be provided with vent openings to allow adequate convection cooling, and designed to prevent the entry of water as well as minimize the infiltration of dust and insects. One-inch Styrofoam should be installed on the two sides and back panel of the cabinet to properly insulate the gel cell battery compartments.

The main door shall be hinged on one of the two sides, i.e., not the top or bottom. The door shall be tightly secured via a latching device that pulls the door snugly against a neoprene gasket affixed to the cabinet door forming a weather-

tight seal. The latching device shall be equipped with a standard Corbin #2 lock and key. An aluminum prop rod is to be attached to the cabinet body on one side that will brace open the cabinet door so as not to allow it to hinge freely while servicing. A protective document holder shall be affixed to the cabinet door. A plastic “zip-lock” folder large enough to hold and protect documents and manuals approximately 8 ½” x 11” in size is adequate.

On the bottom of the cabinet a ¾” diameter hole shall be provided and plugged with a weather-tight seal. The hole should be in one of the two back corners of the cabinet approximately 1” from each side of the cabinet.

Each shelf within the cabinet shall have cutouts to serve as cable chases. Three cutouts shall be provided on each shelf – one cutout against each cabinet side and one against the back of the cabinet. The cutouts shall be at least 1” W x 2” L in dimension.

The cabinet shall be supplied with the appropriate U-bolt hardware -- two U-Bolts -- for mounting to a 4 ½” o.d. aluminum pole. Banding materials will not be permitted. Six U-Bolt assemblies shall be provided to facilitate mounting of signage (provided by others) to the pole.

Pole and Pole Base

The S/Z Flasher assembly shall include an aluminum pole, pole collar, and base. The pole shall be 4 ½” O.D. Schedule 40 aluminum at 3.73 lb. /ft. with a minimum thickness of 0.237 inches. Each pole shall be 12 ft. in length threaded at one end and have a brushed aluminum finish.

The base shall be approximately 15 inches in height and shall have a threaded hub at the top for plumb mounting of the pole. The pedestal pole base shall be designed for four (4) anchor bolts. The base shall have an aluminum access door measuring approximately 8 inches by 8 inches or other dimensions approved by the City.

The pedestal pole base shall meet the breakaway requirements of the latest revision of the AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals” and interim revisions thereto. The model of base to be supplied shall have been tested to meet breakaway requirements in accordance with Federal Highway Administrations (FHWA) approved methods and shall have been submitted to the FHWA for certification.

Anchor Bolts

Anchor bolts shall be ¾ inch in diameter and a minimum length of 18 inches with an additional 1-1/2 inch (minimum) L-bend. The upper end of the anchor bolts

shall be threaded a minimum of 3 inches and shall be galvanized a minimum of 10 inches. Bolts, nuts, and washers shall be galvanized. Bolts shall be supplied with a template for a bolt circle. Anchor bolt templates shall be made of ¼ inch steel plate. Template need not be galvanized.

Flashing Controller

The flasher controller shall be 12 VDC of solid-state construction with no relays or electro-mechanical devices. Two circuits at a minimum of 10.0 amps per circuit with 50 percent duty cycle (per circuit) shall be provided that will generate 55 flashes per minute (+/- 5 flashes per minute) to each circuit in accordance with the TxMUTCD standards. The electronic components shall be easily installed or removed with simple hand tools.

The assembly shall include meters for indicating the voltage level of the gel cell battery, the total current drawn of the flasher assembly, and the output of the solar panel. Two toggle switches shall be provided to manually switch the solar panel and beacon on/off. The assembly shall include 10-amp fuses to protect the gel cell battery, the controller/regulator, the solar panel, and flashing beacon(s).

Beacon Assembly

The flasher assembly shall operate 12-inch yellow LED signal beacon(s) with 10W lamps. Each beacon shall be molded, ultraviolet-stabilized polycarbonate. The door of each housing shall be one piece and accommodate the lens and optical assembly specified. All hardware (e.g., bolts, nuts, washers, lock washers, screws, etc.) used with the beacon assembly shall be galvanized steel, stainless steel, or dichromate sealed aluminum. The beacon shall attach to the pole by a U-bolt assembly. Each beacon shall have a standard tunnel visor rigidly attached to the housing door with corrosion-resistant connectors. The visor shall be easily removed and replaced without damage to the visor or the completed signal head assembly. The beacon head and visor shall be Federal Yellow No. 13538 of Federal Standard 595, or equivalent as approved by the City.

Solar (Photovoltaic) System

Power shall be provided by a combination photovoltaic array and gel cell battery storage system. Power shall be adequate to operate the unit continuously at full power for at least three (3) days without sunlight. This must be accomplished without auxiliary generator or AC power connection. The assembly shall include a solar controller with automatic temperature compensation and automatic charging circuitry to prevent overcharging.

The photovoltaic ("PV") module shall provide 12 volts DC and shall be capable of recharging the system to full capacity, after 6 hours of continuous operations, in 3 hours +/- 0.5 hour during optimum sun conditions. The solar modules shall be industrial grade, polycrystalline type. Modules deemed to be of consumer grade would not be acceptable. The PV module mounting assembly shall be constructed of galvanized steel or aluminum of adequate design and strength to provide a means of securely attaching the PV module frame to the top of the specified pole at a permanent angle. The mounting bracket shall be capable of 360-degree horizontal orientation with means of locking the bracket at an inscribed angular position about the pole. In addition, it shall be possible to adjust and fix the tilt angle of the PV module using simple hand tools. A weather-resistant junction box shall be attached to the PV module with a wiring harness to connect the solar panel to the controller cabinet.

The PV module shall generate 65 watts (minimum) of power with a typical operating voltage of 16.5 volts and optimum rating of 3.0 amps. The surface of the panel shall be of low iron tempered glass. The solar panel shall be framed with rugged anodized aluminum frame. Due to wind stress, the City will not accept panels larger than 800 square inches.

Battery Charge Regulator

The regulator shall be 100% solid state and be designed for use as a battery charge control in a PV energy system. The regulator shall be housed in the cabinet assembly. The regulator shall supply maximum solar panel current to the gel cell battery until the gel cell battery is fully charged, i.e., trickle charge will not be accepted. If gel cell battery voltage is used to determine when charging is to resume, the resumption threshold shall compensate for temperature. Alternately, if charge current is used to determine the gel cell battery charge condition, the charge condition must be tested at least one (1) time per hour. The regulator shall supply a charging current of up to 15 amps DC to the gel cell battery. The regulator shall have reverse polarity protection. An acceptable unit would be the Prostar 15 Solar Charge Controller from Morningstar Corporation.

Gel Cell Battery

The gel cell batteries shall be minimum group 27, sealed, gel cell batteries. The gel cell batteries shall be spill proof and should have the ability to be installed in any position. The gel cell batteries shall be 12 volt DC nominal and have minimum storage capacity of 90 ampere-hours for a minimum of 2000 cycles with 10% capacity withdrawal. The deep-cycle gel cell batteries shall be maintenance free. The gel cell batteries shall be sized to allow a minimum twelve (12) days autonomy. Each S/Z Flasher assembly shall be capable of

housing two gel cell batteries in the event the City chooses to do so. Each battery supplied will have a set of wires and terminals for hook-up.

Wiring Terminal Block

The controller shall have a wiring terminal block that accepts up to 12 AWG wire. The terminal block shall be used to terminate all wires. The block shall have at least 10 positions to terminate the following functions:

- Solar Panel +
- Solar Panel –
- Battery +
- Battery +
- Battery –
- Battery –
- Load –1
- Load Ground
- Load Ground
- Load –2

The above functions shall be clearly marked on the panel adjacent to the terminal block.

Internal Wiring

The National Electrical Code (NEC) shall govern regarding internal wiring, wiring devices, and other electrical construction items. All fixture conductors shall be UL-listed appliance wiring material (AWM) stranded copper wire. Conductors shall be No. 14, minimum, and insulated as necessary for exposed conditions.

Warranties

Photovoltaic modules shall have a limited warranty for a minimum period of 10 years. The gel cell batteries shall have a 5-year, pro-rated warranty. The balance of the equipment described herein shall have a minimum warranty period of five (5) years on all components from date of delivery. All equipment must be provided and warranted by a single vendor. Warranty shall include actual parts and labor for any warranty work performed at manufacturer's facility. The manufacturer will incur all cost for shipping to and from the end user's site. A copy of the written warranty must be included in Bidder's proposal. If Bidder is not the manufacturer, the manufacturer's name and contact information must be provided.

Purchase/Contract Terms

Measurement

Solar-Powered School Zone Flashing Beacon Assemblies shall be measured in units of each and will be paid for at the contract unit price per each. The price shall include pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, control components, gel cell batteries, beacon heads, flasher controller, and cabinet, mounting assemblies and required design and certifications.

For the purposes of this procurement, the Bidder shall provide line item pricing for the following items:

- Complete S/Z Flasher assembly (including pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, gel cell battery, control components, beacon heads, flasher controller, cabinet, mounting assemblies, and related incidentals)
- Gel Cell Battery (for the purpose of a spare parts inventory)

It is anticipated the City will place an initial order of approximately eight (8) School Zone Flashing Beacon Assemblies and Gel Cell Batteries during the first year of this contract. Each year thereafter for the duration of the contract, the City estimates approximately eight (8) S/Z Flashers and Gel Cell Batteries will be procured.



Photo No. 1 – Complete S/Z Flasher Assembly



Photo No. 2 – Pole Base & Pole Collar



**Photo No. 3 – Controller Cabinet
(front view)**



**Photo No. 4 – Controller Cabinet
(side view)**

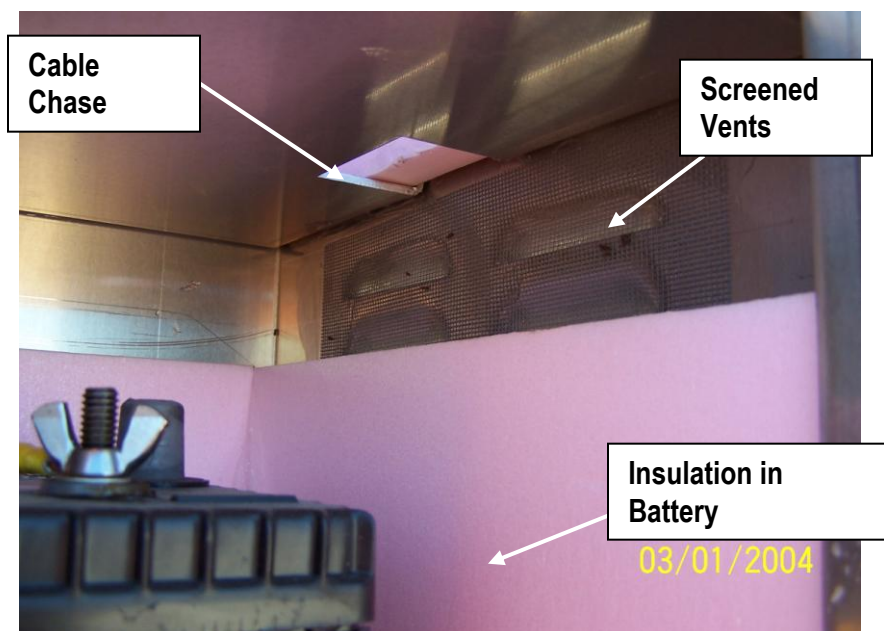
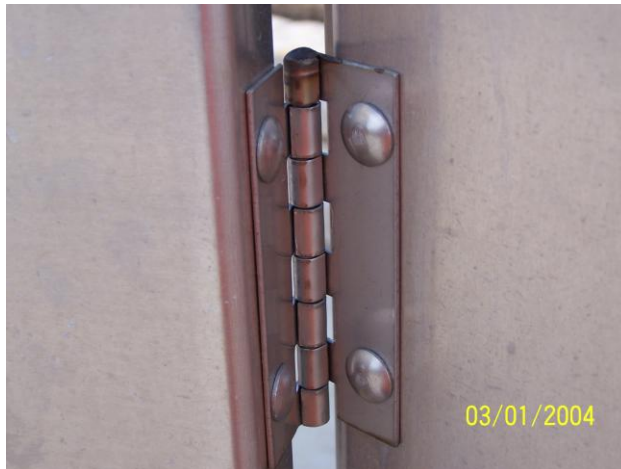


Photo No. 5 – Battery Compartment inside Cabinet



Photo No. 6 – Cabinet Door with Gasket



**Photo No. 7 – Cabinet Door hinge
(external view)**



**Photo No. 8 – Cabinet Door Hinge
(internal view)**

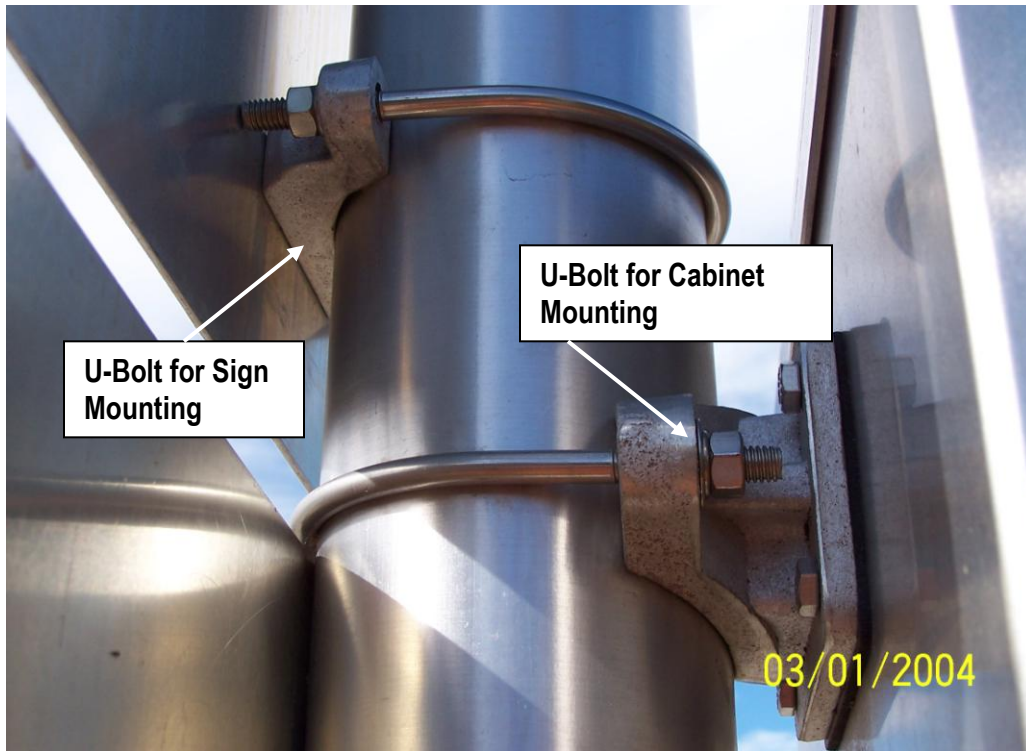


Photo No. 9 – U-Bolt Assemblies

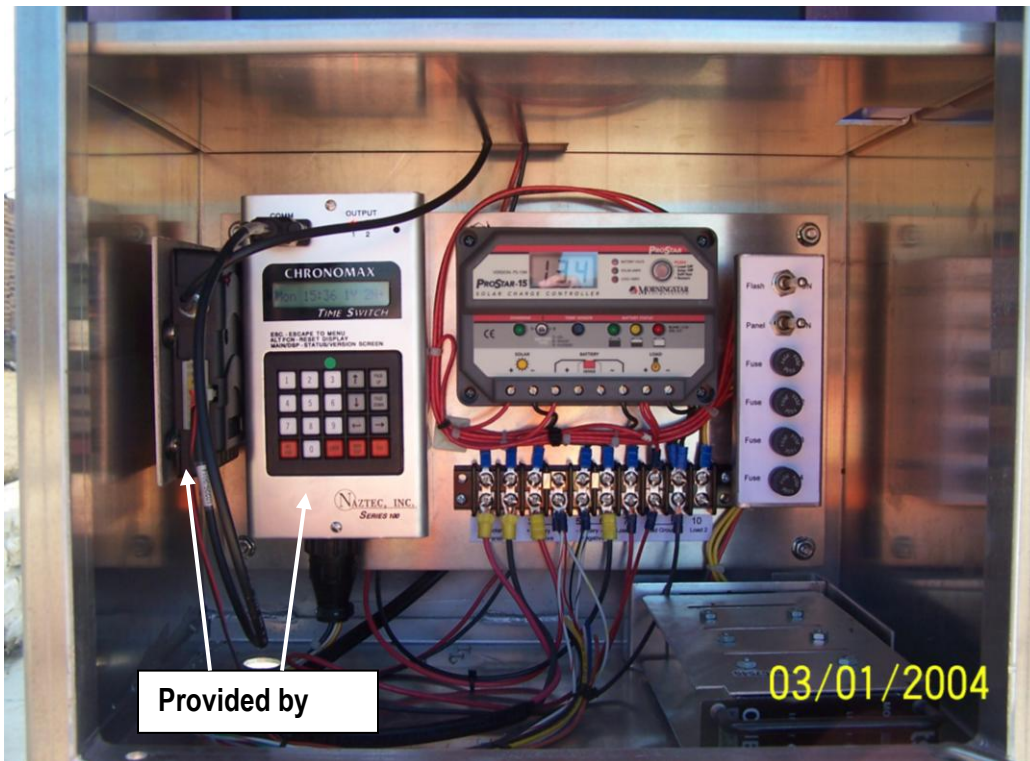


Photo No. 10 – Controller Cabinet Components



Photo No. 11 – Flashing Beacon Assembly



Photo No. 12 – U-Bolt mounting assembly for Flashing Beacon



Photo No. 13 – Photovoltaic Module



Photo No. 14 – Photovoltaic Module (Close-up)



GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM
1202-039

SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES

Item	Description	Units	Estimated Annual Quantity.	Unit Cost	Extended Cost	Delivery (in days)
1	Solar Powered School Zone Flashers per City of Frisco Specifications	Each	8			
2	Gel Cell Batteries	Each	8			

Grand Total:

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____